

## **REQUEST FOR PROPOSAL (“RFP”)**

### **RFP for CHICAGO TOUR BOAT SERVICES**

**Specification No.: 103855**

**Requisition No.: 66648**

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Required for use by:  
**CITY OF CHICAGO**  
(Department of Transportation)  
Issued by:  
**CITY OF CHICAGO**  
(Department of Transportation)

One (1) Original and Two (2) Copies  
of the Response to be Submitted

All of the responses must be addressed and returned to:

Gabe Klein, Commissioner  
Department of Transportation  
Division of Engineering  
30 N. LaSalle Street Suite 400  
Chicago, Illinois 60602

**Proposals must be received no later than 4:00 p.m. Central Time, on  
Thursday, February 16, 2012**

Proposals must be submitted in sealed envelope(s) or package(s). The outside of the package or envelope must clearly indicate the name, “**RFP for Chicago Tour Boat Services**”, the specification number and the time and the date specified for receipt. The name and address of the Respondent must also be clearly printed on the outside of the envelope(s) or package(s).

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**RAHM EMANUEL  
MAYOR**

**GABE KLEIN  
COMMISSIONER**

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## **GENERAL INVITATION**

The City of Chicago (“**City**”), acting through its Department of Transportation (“**Department**”) invites proposals from Tour Boat Operators (“**Respondents**”) that are interested in docking, maintaining and operating a boat, ship or other vessel (“**Tour Boat**”) at one or two sites on the Chicago River Main Branch in the Central Loop. Tour Boat operators are those that give tours to passengers on the Chicago River and/or along the City’s lakefront on Lake Michigan. Only one Respondent will be permitted to operate from each location. Respondents will work with the City in establishing these locations as a major transportation hub and recreational destination through their licensing of docks for operating Tour Boats (“**License Agreement**”). The intent of the RFP is to identify qualified companies with the experience to develop, maintain, and beautify the dock and operate and manage Tour Boats.

Firms with demonstrated experience in this area, and with an interest in licensing those Locations identified in this RFP, are invited to respond to this RFP. For purposes of this RFP, (Chief Procurement Officer “**CPO**”) means the Chief Procurement Officer for the City of Chicago. “**Commissioner**” means Chief Executive Officer of the Chicago Department of Transportation. “**Respondents**” means the companies or individuals that submit proposals to this RFP. The documents submitted will be referred to as “**Proposals**.”

### **General Information and Guidelines**

All questions or requests for clarification must be in writing, sent by email to the attention of:

[cdotnews@cityofchicago.org](mailto:cdotnews@cityofchicago.org)

Respondents’ queries must be received no later than 4:00 p.m. Central Time on Monday, February 13, 2012. Respondents must identify clearly in the subject line of the email that the contents are “**Questions and Requests for Clarification about the RFP for TOUR BOATS RESPONDENTS.**” No telephone calls will be accepted. Questions and responses will be made publicly available.

There will not be a pre-proposal conference.

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## I. SCOPE OF LICENSE

### 1. Summary

The City is seeking Proposals from qualified Respondents who operate Tour Boats and are interested in licensing opportunities for two available locations on the Main Branch of the Chicago River. Michigan Avenue is a major urban destination that is unique to Chicago. This RFP provides an opportunity for two locations, as described herein, on the Main Branch of the Chicago River at Michigan Avenue to be licensed for the purpose of providing boat tours. The Tour Boats that have historically operated along the Chicago River provide an amenity that is unique to Chicago.

The City is requesting proposals for the licensing of locations described in this RFP from well-qualified Respondents that conduct tours that showcase the City from the Chicago River and Lake Michigan by motorized vessels, and would use the licensed locations in connection with those services. The proposal should depict tours that are cultural and educational in nature and feature important aspects of the City's history and urban landscape. Tours could also highlight environmental aspects of the River and its current and historic importance allowing a small trading post to grow into a major world-class city. Proposals should also depict how Respondent will make the respective location a unique destination for downtown residents, workers, students, visitors and tourists in keeping with Chicago character and charm. Proposals should highlight how Respondent will activate the location to achieve its potential to become a significant recreational and entertainment venue for residents and visitors.

The City has provided licenses to Tour Boat operators for the docking of tour boats at various locations ("Location") along Wacker Drive for a number of years. Two sites are currently available through this RFP for Tour Boats.

Location 1: The area located on the south bank of the Chicago River east of the Michigan Avenue Bridge. See Exhibit 1, which is attached to this RFP.

Location 2: The area located on the north bank of the Chicago River west of the Michigan Avenue Bridge and the dock at Rush Street. See Exhibit 2, which is attached to this RFP.

This RFP has no bearing on other sites that may become available on either City or private property prior to the expiration of the License Agreement.

At each Location the City will provide facilities for selected Respondent to use, which facilities may include a service building, plaza, dock, railings, benches, utility center, an ascending/descending staircase, dock/riverwall protection and other appurtenances ("Service Facilities").

The Tour Boat is not allowed to dock at the Location between January 15 and March 1 of any year. Between January 15 and March 1 of any year, if the Tour Boat is docked at the Location, it will be subject to removal by the City at the Operator's sole expense.

Respondents are directed to take note of the permitted uses, requirements, restrictions and other requirements for each Location in this RFP. The approved uses include, with respect to operations of tours and charters, docking, and loading and unloading of passengers. For all such Tour Boat services, Respondents will be prohibited from loading and/or unloading passengers anywhere other than the Location(s) for which they are licensed. Each Location will consist of docking space and adjoining public land.

Exhibit 3 of this RFP contains some of the operating requirements and limitations that the City anticipates including in the proposed License Agreement. For purposes of Exhibit 3, "Operator" refers to an entity that has entered into a License Agreement.

## **2. Term of Services**

The initial term of the License Agreement will be for approximately 5 years from the date awarded by the City. The Department's Commissioner may, at the Commissioner's sole discretion, elect to extend the term of the License Agreement for up two (2) additional, consecutive 2 year terms.

## **II. PROPOSAL SUBMITTAL REQUIREMENTS**

Before submitting a proposal, each Respondent is directed to carefully examine this Request for Proposal. Respondent is directed to inspect in detail the designated Locations and to familiarize itself with all of the local conditions of the docking areas and adjacent land affecting the provision of services at the Locations. If Respondent's Proposal is accepted, Respondent will be solely responsible for all errors in its Proposal or losses subsequently incurred by Respondent as a result of its failure to adequately inspect the Locations or other contract documents.

The City makes no representations regarding the condition of the docking areas, including but not limited to, the surface or the subsurface, and the land adjacent to the docking areas. The City assumes no responsibility with respect to the sufficiency or accuracy of any information regarding such conditions, and there are no guaranties, either expressed or implied, regarding the conditions of the docking areas and adjacent land and the Respondent accepts the docking areas and adjacent land in an "as-is" condition.

### **1. Format**

Submittals should be prepared on standard 8 ½" x 11" letter sizes, recycled paper (with no less than 20% post-consumer content), and printed double sided and bound on the long side. It is the City's policy to encourage the use of reusable, recycled, recyclable and chlorine-free

printed materials in the submittal of all bids, proposals, reports, and other documents prepared in connection with this solicitation. All supporting documentation required by this Request for Proposals or by the License Agreement, must be submitted with each copy of the proposal(s).

## 2. Contents

Proposals must include the following items:

### a. Cover Letter

Respondent must submit a cover letter signed by an authorized representative of its company committing Respondent to the licensing terms as described in this RFP in accordance with the terms and conditions of the License Agreement awarded pursuant to the RFP process. The letter must outline the number of years the company has been in business, and must provide an overview of the experience and background of the company and its committed key personnel. The letter must identify the legal name of the company, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. The letter must also indicate the name and telephone number(s) of the principal contact for oral presentation or negotiations.

If Respondent is a business entity that is comprised of more than one legal participant,(e.g. Respondent is a limited partnership, joint venture, etc.) then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and must summarize the role, degree of involvement, and experience of each participant separately. A statement summarizing the Respondent's preferences as to the Locations, if the Respondent submits a Proposal for more than one Location;

### b. Completed Online Economic Disclosure Statement and Affidavit and Certificate of Filing

Respondent must submit a completed and signed Economic Disclosure Statement and Affidavit Certificate of Filing per instruction attached to this RFP as Exhibit 4.

### c. Qualifications of Respondent and Implementation Plans

Documentation that summarizes Respondent's experience in providing tour boat service (Either in the Chicago River or otherwise):

- Number of years of operation of such service
- Number of passengers transported in previous years
- Number of tours conducted in previous years
- Experience level and number of Respondent's employees
- Experience operating Tour Boats following the federal, state, and local laws, operating rules and regulations, including compliance with United States Coast

Guard (“USCG”) and Department of Homeland Security requirements and sharing emergency plans with the City

Documentation that describes Respondent’s plans for providing the following:

- Development of entertainment and recreational venues for the Location
- Maintenance of the Location
- Development and implementation of an environmentally friendly plan of daily operations, including recycling program for Location and aboard the Tour Boat, and the use of an energy efficient Tour Boat
- Maintenance of the Location in an orderly, clean and safe fashion and a plan that makes use of environmentally friendly methods of operations, cleaning and activities in order to protect the Chicago River and its wildlife
- Collection and disposal of all trash and recycling, including providing receptacles for recycling and picking up all loose or blowing trash
- Landscaping where possible that provides a strong feeling of nature and greenery in an urban context
- The route and schedule for the Tour Boat
- Future expansion and growth of the business or improvement plan to the location

d. Yearly License Fee

Respondent is required to propose a yearly license fee to be paid to the City for use of the Location for its Tour Boat operations (“**Yearly License Fee**”). A fee increase of no more than 5% expected for each year of the agreement. The proposed Yearly License Fee will be considered as a factor in the final selection by the Commissioner. If Respondent is submitting a proposal for both Locations, it must submit a separate fee proposal (see Exhibit 6) for each Location.

Operators of Tour Boats must pay to the City a Yearly License Fee for each year that the License Agreement may be in effect.

For License Agreements entered into pursuant to this RFP and Instructions to Tour Boat Operators, the proposed Yearly License Fee will be due and payable in two installments. For 2012 the first payment of 30% of the total proposed Yearly License Fee will be due on or before June 1, 2012, and the second payment of 70% of the total proposed Yearly License Fee will be due on or before the October 1, 2012.

For each subsequent year in which a License Agreement is in effect, the first payment of 30% of the total proposed Yearly License Fee will be due on or before the April 1 of each year, and the remaining 70% of the Yearly License Fee will be due on or before September 1 of each year, including extension years, if any.

The proposed Yearly License Fees must be supplied, either typed or hand-printed in ink, in the Proposal form, as required in Exhibit 7, which is attached to this RFP. In addition, the Location must be indicated by number, length of dock area, and by description of the

Location.

e. Schedule and Services

Respondent must submit a summary of the route and the schedule along with a description of services to be provided both aboard the Tour Boat and at the Location.

f. Pictures and Descriptive Literature

The Tour Boat to be operated on the Chicago River should be less than 15 feet in height, as measured from the water line to the highest point of the Tour Boat when the Tour Boat is fully unloaded.

Further, the size(s), dimensions, and capacity of the Tour Boat must be reasonably commensurate with the dock footage of the Location at which the Tour Boat is to be operated. The Commissioner, in the Commissioner's sole discretion, will determine whether the length of the proposed Tour Boat is appropriate for the proposed Location.

Respondent must submit with its Proposal descriptions of the Tour Boat, including both: (1) drawings and/or other schema depicting the design and construction of the proposed Tour Boat (size restrictions and other requirements for the Tour Boat are set forth in this RFP, and (2) evidence sufficient to clearly indicate all details of the appearance of the proposed Tour Boat, including all appointments, finishes and decorations. The information submitted pursuant to this section must be sufficient to fully describe the size, shape, and internal and external appearance of the proposed Tour Boat. Photographs of the proposed Tour Boat should be supplied where possible.

Additionally, with the Proposal, Respondent must submit summaries of the safety and sanitation features of the proposed Tour Boat.

The detailed drawings and or other schema to be supplied must be sufficient to indicate the height from the waterline, as well as the location on the Tour Boat, of all access-ways. Such information must include clear descriptions of all boarding fixtures and features at all such access-ways.

The Commissioner will determine whether the descriptive literature submitted by Respondent adequately describes the features of a Tour Boat, and may require additional information about any proposed Tour Boat or Respondent at any time.

g. Financial Capacity

Respondent must provide copies of the audited financial statements for the 3 previous years and last quarterly report. Statements must include auditors notes, balance sheet, a statement on income/loss. Each prime or joint venture partner must submit this information. If Respondent submits the audited statements of its parent organization, such audited

statements must be accompanied by pro forma statements for Respondent. If Respondent possesses a Statement of Financial Capacity by the City or IDOT, Respondent should include a copy of the certificate. The City reserves the right to accept alternate financial statements/information.

h. Legal Actions

Respondent must provide a summary of any and all arrests, citations and/or fines received (1) by Respondent or (2) by any employee of Respondent in connection with the operation of any Tour Boat, wherever located, within the previous 3 years and a listing and brief description of all legal actions for the past 5 years in which (I) Respondent or any division, subsidiary or parent company of Respondent or (II) any member, partner, etc. of Respondent if Respondent is a business entity other than a corporation.

- A debtor in bankruptcy; or
- A defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or
- A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- A defendant in any criminal action; or
- A named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

i. Minority and Women Business Enterprises

It is the policy of the City of Chicago that local business certified as Minority Business Enterprises (MBE) and Women Enterprises (WBE) in accordance with Section 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts.

The Chief Procurement Officer has determined that the nature of the services to be provided under this contract is such that neither direct nor indirect subcontracting opportunities will be practicable or cost effective. Therefore, there will be no stated goals for MBE/WBE participation resulting from this contract. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago.

j. Insurance

Selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 5.

k. Letter of Credit

Following notice that its proposal has been selected, Respondent must provide the City with an irrevocable, unconditional, direct pay letter of credit issued by a financial institution in a form acceptable to the Commissioner and approved by Corporation Counsel, in its sole discretion, naming the City of Chicago, Department of Transportation as the sole beneficiary ("Letter of Credit") in an amount equal to \$50,000 for the term and for each Location from which Respondent will operate a Tour Boat. The Letter of Credit should be received by the City no later than 15 calendar days after Respondent receives notice of selection. If Respondent fails to furnish the Letter of Credit within 15 calendar days, or within any extension the Commissioner grants, the Commissioner may rescind the selection or terminate the License Agreement, in which case the license terminates. The Letter of Credit must be renewed for each Location each year that services are performed, and the Commissioner may modify, in his or her sole discretion, the required amount of the Letter of Credit in succeeding years.

The letter of credit will be used to ensure the faithful performance by Respondent of all provisions of the License Agreement and compliance with all orders, permits and directions of any agency, commission, board, department, division or office of the City having jurisdiction over Respondent's acts or defaults under the License Agreement and for payment by Respondent of any penalties, liens, claims and taxes due the City which arise by reason of Respondent's acts pursuant to the License Agreement.

The Letter of Credit called for in the License Agreement must be issued by companies or financial institutions which are authorized to do business in the State of Illinois, and which have an office in the City of Chicago where the City may draw on the Letter of Credit. The Respondent shall not operate any Tour Boat as provided for in the License Agreement until a satisfactory letter of credit is in place, effective, and delivered to CDOT. CDOT reserves the right to stop Respondent from operating as provided for in the License Agreement unless a satisfactory letter of credit is in place and effective.

If the financial condition of the issuer of a Letter of Credit materially and adversely changes, the Commissioner, in his or her sole discretion may, at any time, require that such Letter of Credit be replaced with a letter of credit consistent with the requirements set forth in this Section.

### III. EVALUATION CRITERIA

As part of the evaluation process, the Evaluation Committee will review the information required by **Section II** above, for each Proposal received. The Evaluation Committee also may review any other information that is available to it, including but not limited to information gained by checking references and by investigating the Respondent's financial condition. The evaluation criteria will be consistent with the City's intent with the Scope of License described in this RFP.

The Evaluation Committee will review the Proposals using the following list of criteria (not necessarily listed in order of importance):

- A. The qualifications and experience of Respondent necessary for the satisfactory provision of Tour Boat services and other services offered by Respondent.
- B. The extent to which Respondent proposes to develop entertainment and recreational venue for the Location consistent with the City's intent for use of the land as described in this RFP and quality of Respondent's plans for that development.
- C. The extent to which the Respondent's proposed route and operating schedule for the Tour Boat Services and the fee it proposes to charge the public for use of the Tour Boat serves the needs of the public, promotes tourism, and is in the best interests of the City.
- D. The extent to which Respondent proposes to maintain the Location using environmentally friendly methods and plans of daily operations to protect the Chicago River and its wildlife, including but not limited to an energy efficient Tour Boat, and disposal of trash.
- E. The aesthetic qualities of the proposed Tour Boats will be considered to maintain the historic Tour Boat amenities which provide an experience that is unique to Chicago.
- F. The extent to which the Respondent proposes to develop, maintain, and beautify the Service Facility.
- G. Responsiveness of the proposal. The evaluation Committee will consider the completeness and accuracy of each Respondent's Proposal.
- H. The Company Organization and financial statements. The Evaluation Committee will assess the company organization and financial condition of the Respondent and if applicable, equity owners, and entity in the chain of ownership.
- I. Compliance with Laws, Ordinances, and Statutes. The Evaluation Committee will consider Respondent's compliance with all material and applicable laws, ordinances, and statutes.
- J. Legal Actions. The Evaluation Committee will consider any and all material legal actions, losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses suffered or incurred and arising from or in connection with Respondent's Tour Boat operations, and if applicable, equity owners and any entity in the chain of ownership.
- K. Conflict of Interest. The Evaluation Committee will consider any information regarding a Respondent, including information contained in a Respondent's

proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise the Respondent's ability to successfully perform the proposed services or undermine the integrity of the competitive procurement process. If any Respondent has done any work for the City in researching, consulting, advising, drafting, or reviewing this RFP or any work related to this RFP, such Respondent may be disqualified from further consideration.

- L. License fee proposed for the location for each year of the agreement.

#### **IV. SELECTION PROCESS**

An Evaluation Committee, which will include representatives of the Department, and any designated representatives of the Commissioner, will review the Proposals in accordance with the Evaluation Criteria. Proposals will be evaluated by an evaluation committee based on the submittal and content requirements detailed in this RFP. The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration. The City reserves the right, at any time and in its sole and absolute discretion, to reject any and all proposals, and/or to withdraw the RFP without notice.

The Evaluation Committee may recommend to the Commissioner a short list of Respondents. At the Commissioner's discretion, short-listed Respondents may be invited to make oral presentations to the evaluation committee. The Committee will complete its evaluation and submit its recommendation(s) to the Commissioner.

The City will require the selected Respondent(s) to participate in License Agreement negotiations. The City's requirement that selected Respondent(s) negotiate is not a commitment by the City to award any License Agreement. If the City determines that it is unable to reach an acceptable License Agreement with the selected Respondent(s), including failure to agree on a fair and reasonable cost proposal for the services or any other terms or conditions, the Commissioner may terminate negotiations with the selected Respondent(s), and may negotiate with any of the other qualified Respondents, until such time as the City has negotiated a License Agreement(s) meeting its needs.

The City reserves the right to seek clarification of information submitted in response to this RFP and/or request additional information during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration. The Commissioner reserves the right to accept or reject any or all Proposals when it is determined, in the sole discretion of the Commissioner, to be in the best interest of the City of Chicago.

The City reserves the right to terminate this RFP at any stage if the Commissioner determines it to be in the best interest of the City. The City is not responsible for costs or damages incurred by Respondents, team member(s), subcontractors or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and of participating

in any conferences, oral presentations or negotiations.

## V. ADDITIONAL DETAILS OF THE RFP PROCESS

### A. Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent to all of the prospective Respondents listed on the "Specification Take Out Sheet" prior to the Proposal due date. Prospective Respondents are automatically listed when they sign for a copy of the RFP package in the Bid and Bond Room. Each addendum is incorporated as part of the RFP documents, and receipt must be acknowledged by the prospective Respondent.

The addendum may include, but will not be limited to, the following:

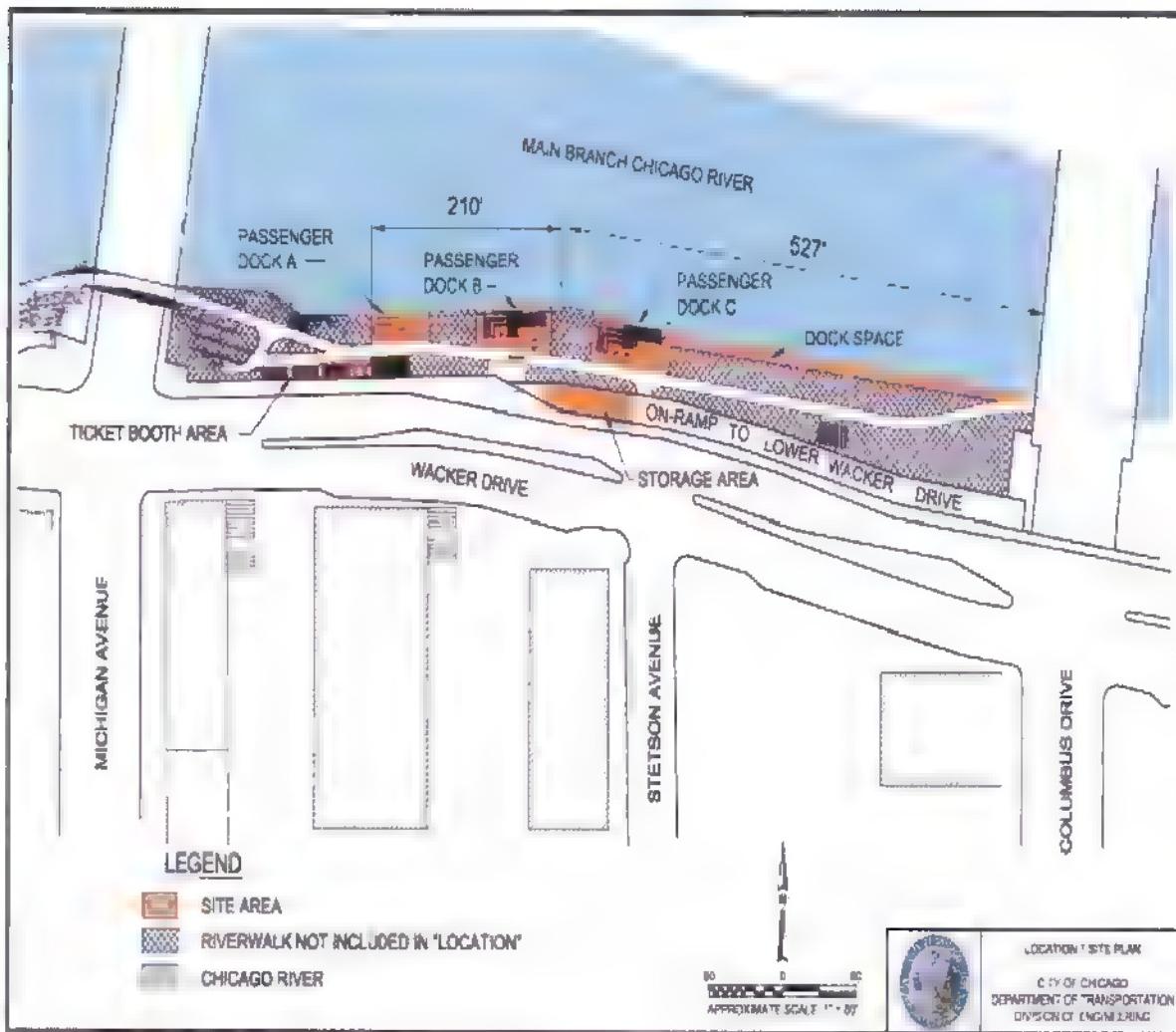
- Responses to questions and requests for clarification sent to the Department in accordance with the provisions of General Information and Guidelines above;
- Terms and conditions the City anticipates will be included in the final signed License Agreement.

### B. City's Rights to Reject Proposals

The City of Chicago, acting through the Commissioner, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by Section II above. If no Respondent is selected through this RFP process, then the Commissioner may use any other method available under the Municipal Code of Chicago to obtain the services described here.

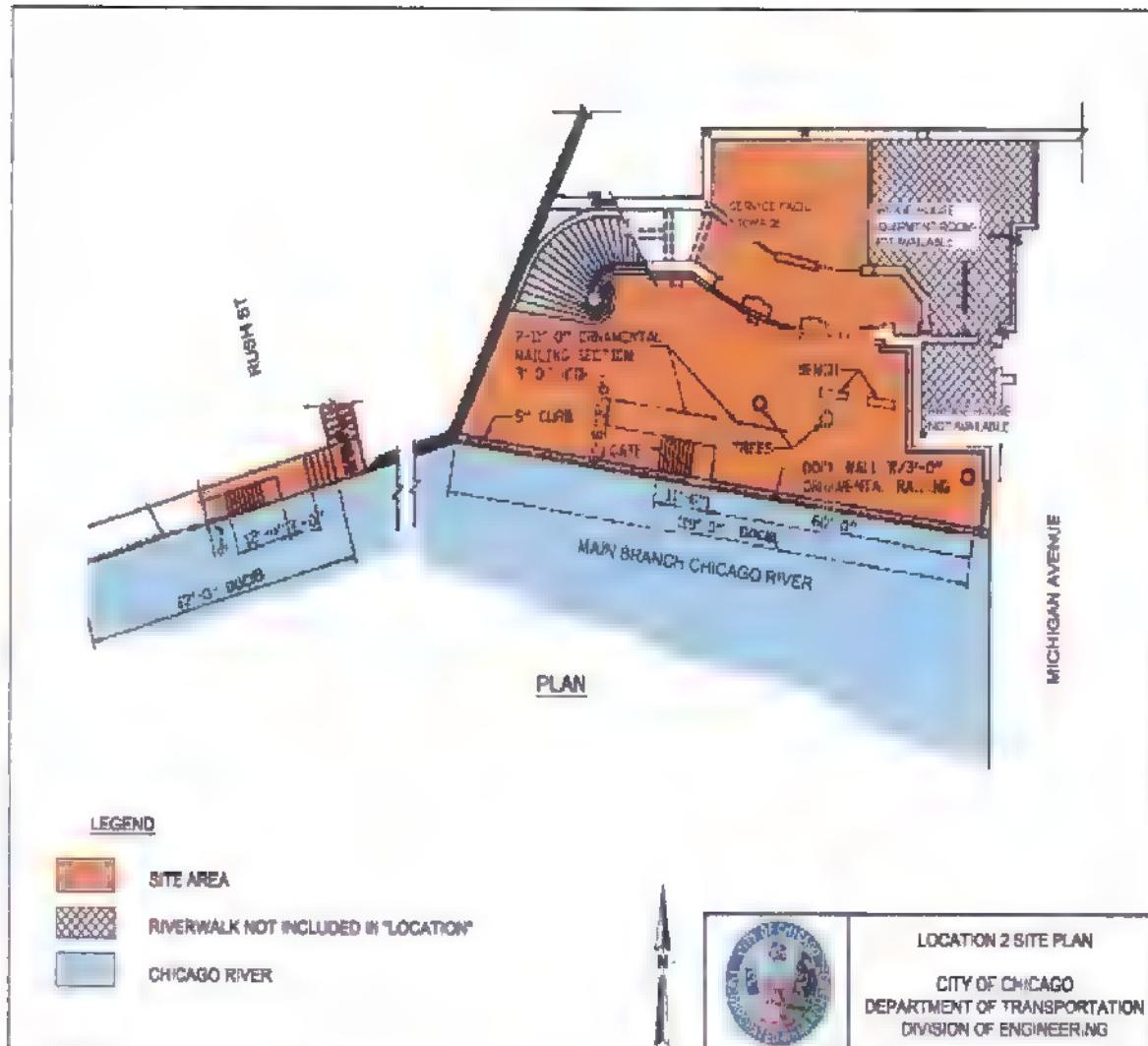
## EXHIBIT 1

### LOCATION 1



## EXHIBIT 2

### LOCATION 2



## EXHIBIT 3

### TERMS AND CONDITIONS OF LICENSE AGREEMENT

#### **A. Restrictions and Obligations Related to Operation at the Locations**

##### **(1) City Access to Locations:**

The City, its representatives, contractors, and employees at all times have free access to the Location(s) for purposes necessary, incidental to or connected with the performance or exercise of the City's governmental functions.

##### **(2) Locations and Facilities:**

Operator is prohibited from loading and/or unloading passengers at any public property (including other Locations) other than the Location licensed to Operator. Operator is responsible for managing dock facilities and the Tour Boat from the Location. Operator is limited to and must perform its services in a manner sensitive to the residents who live along side the Chicago River and its natural habitat.

The Department will review all improvements proposed by Operator, and no improvements may be made without the Department's prior written approval. Improvements may include: dock improvements, kiosk placement, landscaping, ornamental lights, and railings. Operator must install the finishes necessary and complete the utility connections for its operation.

The Department will also continually monitor the use of environmentally friendly methods of operations, maintenance and other activities in order to protect the Chicago River and its wildlife. The Commissioner may revoke Operator's license and terminate the License Agreement if Operator's cleaning, maintenance, security, landscaping and other services within the Locations are unsatisfactory.

##### **(3) Maintenance:**

No Tour Boat maintenance activities of any kind are allowed at the Location. Prohibited maintenance activities include all engine maintenance, all preventive maintenance, all painting, and any and all other maintenance of the Tour Boat.

Operator may perform only minor cleaning of the decks and public portions of the Tour Boat at the Location, provided that Operator may only use biodegradable detergent and water to clean the Tour Boat.

Emergency maintenance and/or reasonably unforeseeable maintenance of the Tour Boat, which is or becomes necessary in order to assure the safety of the public, or in order to prevent the Tour Boat from becoming a hazard to navigation or otherwise from constituting a burden on the Chicago River, may be conducted at the Location.

Operator will be allowed to fuel the Tour Boat at its Location only in the manner and at the times that the City permits. Unless otherwise specified by the City in writing, Operator may fuel the Tour Boat at the Location between the hours of 12 a.m. and 7:30 a.m. Fueling at other times, whether from land or water, may be deemed an event of default, and the City may elect to invoke any of the remedies set forth in the License Agreement.

Operator is responsible for the routine maintenance of the Location and of the Service Facilities at the Location. However, if an Operator's use of a Location causes damage to the Location or to any of the Service Facilities, the City may repair the Location or Service Facilities at the sole expense of the Operator or require the Operator to perform the repairs.

(4) Parking:

Operator, and all of its employees, vendors, invitees, passengers, and all other persons coming on to the Location, are prohibited from parking at the Service Facilities.

(5) No Habitation on Tour Boat:

No person may use any Tour Boat as a residence for any period of time while the Tour Boat is docked at any Location. However, this provision is not intended to prevent Operator from posting individuals on the Tour Boat as required to ensure the security of the Tour Boat.

(6) No Music, Announcements or Disruptive Noise:

Operator may not broadcast music, announcements or any other disruptive sounds from the Tour Boat or the Location. Such restrictions, however, will not prevent Operator from making any announcements or broadcasts required by USCG or other regulations, nor will the restrictions set forth here prevent Operator from using a Tour Boat's public address system to convey information to passengers while the Tour Boat is not docked at the Location(s). Amplified music on the Chicago River after 8:30 PM is prohibited.

(7) Additions to the Location:

Operator may not attach, affix, or permit to be attached or affixed upon the Location any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures of any kind without prior written consent from the Commissioner.

Operator may not place any advertisements on the Tour Boat, on the Location or on any public way.

(8) Sanitary Conditions:

Operator, at its own expense, must maintain and keep its Location, as well as the surrounding area, in a safe, clean, and sanitary condition. If the Location and areas are not so maintained by Operator, then the City may terminate the License Agreement, in which case the license terminates.

or enter upon the Location and take all actions necessary to restore the Location to the condition required here. The cost and expense to the City for any measures taken pursuant to this section will be charged to and paid by the Operator.

Operator must clean up and properly dispose of all refuse, waste, surplus materials and sanitary toilet waste on or about the Location on a daily basis during the term of the License Agreement. If Operator fails to commence performance of the tasks described in this paragraph within 5 business days after receiving written notice from the City to do so, the City may arrange to have the work performed by City employees or third parties and may charge Operator the actual, direct cost of the work, and may terminate the License Agreement, in which case the license terminates.

(9) Suspension or Revocation of Permit:

If Operator violates the terms of any permit required by the License Agreement or which is otherwise required for the operation of the Tour Boat service, the Commissioner of the permit-issuing department may suspend or revoke the permit, or may take any action the Commissioner deems necessary, including ordering Operator to cease operation of the Tour Boat service until the violation has been corrected to the Commissioner's satisfaction.

(10) Utilities:

The City will provide all access to utilities, including but not limited to all electricity, telephone and water supply, through a utility center that may be installed by the City at the Location at no expense to Operator. Operator will be solely responsible for all utility charges incurred during the term of the License Agreement and any extension periods to it. The City will provide a three phase electrical supply to the Location. Operator will be required to provide at its own expense all equipment necessary to transform the three-phase electricity to any other form of current required for its operations. No sewage hook-up will be included as part of the Service Facilities. The City will install all general lighting at the Location: Operator is responsible for providing all lighting on the Tour Boat and any gangways or similar accessways, as and if such lighting is necessary for the safety of the public. Operator is required to open utility accounts with ComEd, SBC, Water Department, and any other utility providers required.

Operator may not construct, install or otherwise modify any utility access facilities, or any other facilities, without the prior written consent of the Commissioner. The construction, installation or modification of any utility or other facilities without the express written consent of the Commissioner may be deemed an event of default under the License Agreement, and the City may exercise any remedies available to it under the License Agreement. In addition, Operator must bear the full burden and expense of removing or replacing to original condition the facility added to or modified.

(11) Season:

The Tour Boat is not allowed to dock at the Location between January 15 and March 1 of any year. Between January 15 and March 1 of any year, if the Tour Boat is docked at the Location, it will

be subject to removal by the City at the Operator's sole expense.

(12) Sign:

Operator must provide to the City for approval a proposed sign located in the public way to indicate the identity of the party operating the Tour Boat service from the Location. The City will, in its sole discretion, determine the size, appearance and location of the sign, and no additional signs will be allowed on any portion of the Location for any purpose without the written consent of the City.

(13) Rentals of Smaller Vessels

Operator may not lease or dock human-powered craft, including canoes, kayaks and water bikes, or powered craft, including jet skis, motor operated boats, and other licensed craft.

(14) Violation of No Wake

If Operator is observed violating the No Wake Zones of the Chicago River, it will be subject to fines from the Chicago Police Department and if repeated incidents occur, the City may elect to terminate its License Agreement, in which case the license terminates.

**B. Operator's Tour Boat Operation and Maintenance Obligations**

(1) Size of Tour Boats and Drawbridge Access:

The Tour Boat to be operated on the Chicago River should be less than 15 feet in height, as measured from the water line to the highest point of the Tour Boat when the Tour Boat is fully unloaded.

If the water level of the Chicago River rises and the higher water level prevents a Tour Boat from passing under any bridge crossing the Chicago River, then the City expressly reserves the right to determine and to limit the times and frequencies of the raising of the City's bridges.

Further, the Tour Boat is limited to a length reasonably commensurate with the dock footage of the Location at which the Tour Boat is to be operated. The Commissioner, in the Commissioner's sole discretion, will determine whether the length of the proposed Tour Boat is appropriate for the proposed Location.

The City expressly reserves the right to determine and to limit the times and frequencies of the raising of the City's bridges.

(2) Safety Considerations:

Operator must at all times exercise all reasonable care and must comply with all applicable provisions of federal, state and local laws, rules and regulations to prevent accidents and/or injuries,

and to avoid damage to and/or loss affecting City facilities, the Chicago River, the Location, the Service Facilities, and the property of third parties in connection with the docking, operation and maintenance of the Tour Boat and the Location. Operator must erect and properly maintain at all times all necessary safeguard barriers, flags and lights for the protection of the Operator's and its Subcontractors' employees, City employees, and the public, which become necessary due to a later-occurring defect in the structure of the Location or any of the Service Facilities. If any such defect develops, Operator must notify the City immediately, and must maintain all necessary safety precautions until such time as the City rectifies the defect.

Operator must report to the City's Department of Transportation any damage on, about, under or adjacent to the Chicago River, the Location, City property or the property of third persons, whether such damage is a result of the Operator's operation of the Tour Boat or is unrelated to it.

(3) Restoration of Damaged Property:

In the event of damage to public or private property along the river or the lakefront, the Location, City facilities, or other property in connection with the activities contemplated by the License Agreement, Operator must, at its own expense and in a manner approved by the City and/or the owner of such private property, rebuild, restore and repair the Chicago River, City property or facilities or private property to a condition equal to the condition of the property before the incident that caused such damage. If Operator fails to rebuild, replace or restore the damage within 5 business days of the damage (unless public safety is affected in which case such shorter time as the City will request), the City or the owner, after written notice to Operator, will have the right to do so at the sole expense of Operator.

(4) Seaworthiness:

Operator must at all times take all actions necessary to assure the seaworthiness of its Tour Boat. This includes compliance with all applicable USCG and United States Corps of Engineers rules and regulations.

(5) Commissioner's Right to Order Removal of Tour Boat:

Operator enters into the License Agreement with full knowledge and acceptance that the Commissioner at any time has the right to determine that Operator's Tour Boat is non-compliant with the terms and requirements of the License Agreement. The Commissioner may, at any time, identify the Tour Boat and either (1) order its removal from the Location, the Chicago River, or (2) order Operator to cease operating such Tour Boat. If the Commissioner exercises such right, and the Tour Boat is not removed within 14 days from the date on which the removal of that Tour Boat is ordered by the Commissioner, the Tour Boat will be subject to immediate removal by the City at the Operator's expense. Nothing in this provision is intended to limit the Commissioner's powers and duties at law with respect to the Operator and Tour Boats.

(6) Tour Boat Enhancements:

Operator must notify the Department of any proposed enhancements to or upgrades of any Tour Boat at least 60 days before making any such enhancement. For the purpose of this section "enhancements" includes any modifications to the appearance or function of the Tour Boat. Operator must provide the City with written notice indicating that it would like to make a particular enhancement or upgrade to the Tour Boat. No enhancement of any kind may be made without the prior written consent of the Commissioner, and the enhancement must be made at no cost to the City. Enhancements must comply with all applicable laws.

(7) Licenses and Permits

Operator bears responsibility for and, in a timely manner consistent with its obligations under the License Agreement, must secure and maintain at its sole expense such permits, licenses, authorizations and approvals as are necessary for Operator to operate the Tour Boat on the public water ways in accordance with the License Agreement.

(8) In the Event of Fire or Other Destruction of Location(s)

If a Location, or any portion of it, is destroyed or damaged by fire or other disaster so as to prevent the use of the Location for the purposes and during the periods specified in the License Agreement, the City will not be obligated to repair or rebuild the Location. The City may, however, in the City's sole discretion, elect to repair the Location. If the City elects not to repair the Location, then the License Agreement terminates, in which case the license terminates, and Operator waives any claim against the City for damages by reason of such termination. If the City elects to repair the Location, the License Agreement does not terminate, but is suspended until such time as the Commissioner issues written notice to Operator that Operator may resume Tour Boat services, the Yearly License Fee will be adjusted for the actual number of days the dock was open.

If it becomes necessary for any reason in the judgment of the City to remove or modify any part of the Location's Service Facilities and Operator incurs any loss as a result, Operator may not bring a claim or charge against the City for restoration or replacement of the Service Facilities.

(9) Restrictions on Solicitations and Sales

(i) Central Location for the Dissemination of Information about Tour Boats:

Operator is allowed to hand out or otherwise disseminate information about Tour Boat Services only at two sites on the Location: (1) From inside the service building at the Location and (2) on the Tour Boat itself. In addition, Operator is allowed to disseminate information from a City-designated site (the "**Information Site**"). The Information Site is located at the southwest corner of Michigan Avenue and Wacker Drive. Operator is not allowed to hand out or otherwise disseminate information about Tour Boat services on the public way along upper and lower Wacker Drive from Lake Shore Drive to the intersection of Wacker Drive and Washington Street. The City may change the location of the Information Site at any time.

If Operator disseminates information in the proscribed area of Wacker Drive, as described above, or, if Operator disseminates information at the Information Site or Service Facility in a disruptive manner, which determination will be made by the Commissioner in the Commissioner's sole discretion, then the Commissioner will notify Operator to cease such activity. If Operator continues to disseminate information in the proscribed area or to disseminate information in a disruptive manner, then the Commissioner may elect to terminate Operator's license or pursue any other remedy afforded to the City by the terms of the License Agreement.

(10) Ticket Sales

Unless otherwise agreed in writing by the City, Operator is allowed to sell tickets at only two areas on the Location. Tickets may be sold at the Service Facilities provided at the Location by the City, or tickets may be sold on the Tour Boat itself. Operator is not allowed to sell tickets on the public way along the upper and lower Wacker Drive from Lake Shore Drive to the intersection of Wacker Drive and Washington Street. Operator is also not allowed to sell tickets at the Information Booth or the Information Site. If Operator sells tickets at other sites on the Location, on the public way on Wacker Drive, or at the Information Booth or the Information Site, then the Commissioner will notify Operator to cease such ticket sales. If, after receiving such notice, Operator continues to sell tickets in such area, the Commissioner may elect to terminate Operator's license or pursue any other remedy afforded to the City by the terms of the License Agreement.

(11) Hawking:

In addition to the restrictions set forth above in paragraphs (i) and (ii) of this section, ticket sales or solicitations of business of any description along any public way in the City are subject to all applicable restrictions of such activities contained in the Municipal Code of the City.

In addition to any penalties that Operator may incur for violations of any ordinance, if the Commissioner determines that Operator has engaged in ticket sales, solicitation of business or dissemination of information in any of the areas set forth above, then, upon the third such occurrence, and upon any subsequent occurrence, the Commissioner may elect to terminate Operator's license or pursue any other remedy afforded to the City by the terms of the License Agreement.

EXHIBIT 4

ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

(MUST BE PROVIDED WITH RESPONSE TO RFP)

**ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE  
STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS**

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR CHICAGO TOUR BOAT SERVICES, SPECIFICATION NO. 103855, THE RESPONDENT SHALL SUBMIT 2 DOCUMENTS: 1) A CERTIFICATE OF FILING EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

**INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) ON-LINE**

THE OPERATOR SHALL COMPLETE AN ONLINE EDS PRIOR TO THE PROPOSAL DUE DATE. A OPERATOR WHO DOES NOT FILE AN ELECTRONIC EDS PRIOR TO THE BID DUE DATE MAY BE FOUND NON-RESPONSIVE AND ITS PROPOSAL REJECTED. IF YOU ARE UNABLE TO COMPLETE THE ONLINE EDS AND PRINT A CERTIFICATE OF FILING PRIOR TO THE RESPONSE DUE DATE, THE CITY WILL ACCEPT A PAPER EDS PROVIDED WRITTEN JUSTIFICATION IS PROVIDED EXPLAINING THE BIDDERS GOOD FAITH EFFORTS TO COMPLETE IT BEFORE THE RESPONSE DUE DATE AND THE REASONS WHY IT COULD NOT BE COMPLETED.

**1. ONLINE EDS FILING**

**1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE**

The Respondent shall complete an online EDS prior to the response due date. A Respondent who does not file an electronic EDS prior to the response due date may be found non-responsive and its response rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining your good faith efforts to complete it before the response due date and the reasons why it could not be completed.

**NOTE: ALWAYS SELECT THE "CONTRACT" (NOT UPDATE) BOX WHEN COMPLETING AN ONLINE EDS TO ENSURE A NEW CONTRACT SPECIFIC ONLINE EDS IS CREATED RELATED TO THE SOLICITATION DOCUMENT. CLICKING THE UPDATE BOX ONLY UPDATES PREVIOUS EDS INFORMATION.**

**1.2. ONLINE EDS WEB LINK**

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

**1.3. ONLINE EDS NUMBER**

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should record this number here:

EDS Number: \_\_\_\_\_

**1.4. ONLINE EDS CERTIFICATION OF FILING AND ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT**

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section II, Item 2b, Contents of in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

**1.5. PREPARATION CHECKLIST FOR REGISTRATION**

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

**1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION**

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- \_\_\_\_\_ 1. Invitation number, if you were provided with an invitation number.
- \_\_\_\_\_ 2. Site address that is specific to this EDS.
- \_\_\_\_\_ 3. Contact that is responsible for this EDS.
- \_\_\_\_\_ 4. EDS document from previous years, if available.
- \_\_\_\_\_ 5. Ownership structure, and if applicable, owners' company information:
  - \_\_\_\_\_ a. % of ownership
  - \_\_\_\_\_ b. Legal Name
  - \_\_\_\_\_ c. FEIN/SSN

- \_\_\_\_\_ d. City of Chicago Respondent Number, if available.
- \_\_\_\_\_ e. Address
- \_\_\_\_\_ 6. List of directors, officers, titleholders, etc. (if applicable).
- \_\_\_\_\_ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
  - \_\_\_\_\_ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- \_\_\_\_\_ 8. Contract related information (if applicable):
  - \_\_\_\_\_ a. City of Chicago contract package
  - \_\_\_\_\_ b. Cover page of City of Chicago bid/solicitation package
  - \_\_\_\_\_ c. If EDS is related to a mod, then cover page of your current contract with the City.
- \_\_\_\_\_ 9. List of subcontractors and retained parties:
  - \_\_\_\_\_ a. Name
  - \_\_\_\_\_ b. Address
  - \_\_\_\_\_ c. Fees – Estimated or paid

## 1.7. EDS FREQUENTLY ASKED QUESTIONS

**Q: Where do I file?**

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

**Q: How do I get help?**

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

**Q: Why do I have to submit an EDS?**

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

**Q: Who is the Applicant?**

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

**Q: Who is the Disclosing Party?**

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

**Q: What is an entity or legal entity?**

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

**Q: What is a person for purposes of the EDS?**

A: "Person" means a human being.

**Q: Who must submit an EDS?**

A. An EDS must be submitted in any of the following three circumstances:

<b>Applicants:</b>	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
<b>Entities holding an interest:</b>	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
<b>Controlling entities:</b>	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

**Q: What information is needed to submit an EDS?**

A: The information contained in the Preparation Checklist for EDS submission.

**Q: I don't have a user ID & password. Can I still submit an Online EDS?**

A: No. You must register and create a user ID and password before submitting an Online EDS.

**Q: What information is needed to request a user ID & password for Online EDS?**

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

**Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?**

A: Usually not. The Online EDS uses a user ID and password system that is shared by the

Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

**Q: I don't have an email address. How do I submit an Online EDS?**

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free Internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

**Q: I forgot my user ID. Can I register again?**

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

**Q: Who is the EDS Captain?**

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

**Q: Why do we need EDS Captains?**

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

**Q: Who is the EDS team?**

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

**Q: I forgot my password. What should I do?**

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

**Q: How do I complete an Online EDS?**

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

**Q: How do I fill out a Disclosure of Retained Parties?**

A. There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on

"Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

**Q: How do I attach documents?**

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

**Q: Who can complete an Economic Disclosure Statement online?**

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

**Q: What are the benefits of filing my Economic Disclosure statement electronically?**

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

**Q: Will my information be secure?**

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication. Only you will have knowledge of this unique identification information.

**Q: I am filing electronically. How do I sign my EDS?**

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

**Q: My address has changed. How can I update my information?**

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

**Q: I have more questions. How can I contact the Department of Procurement Services?**

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Standard Time.

**Q: Can I save a partially complete EDS?**

**A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.**

**Q: Do I have to re-type my information each time I submit an EDS?**

**A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.**

**Q: What are the system requirements to use the Online EDS?**

**A: The following are minimum requirements to use the Online EDS:**

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at [www.adobe.com/products/reader/](http://www.adobe.com/products/reader/)
- Your web browser is set to permit running of JavaScript
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

**ATTACHMENT A**

**ONLINE EDS ACKNOWLEDGEMENT**

The undersigned, hereby acknowledges having received Specification No. 103855 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) \_\_\_\_\_, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

**COMPANY NAME:** \_\_\_\_\_  
(Print or Type)

**AUTHORIZED OFFICER SIGNATURE:** \_\_\_\_\_

**TITLE OF SIGNATORY:** \_\_\_\_\_  
(Print or Type)

**BUSINESS ADDRESS:** \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_ **(Affix Corporate Seal)**

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
\_\_\_\_\_ as President (or other authorized officer) and  
\_\_\_\_\_ as Secretary of \_\_\_\_\_ (Company Name)

Notary Public Signature: \_\_\_\_\_ (Seal)

## EXHIBIT 5

### INSURANCE REQUIREMENTS

#### **INSURANCE REQUIREMENTS**

Department of Transportation  
Tour Boat Operators License Agreement

Licensee must provide and maintain at Licensee's own expense, during the term of the Agreement the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

#### **A. INSURANCE TO BE PROVIDED**

##### **1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease. Coverage must include United States Long shore and Harbor Workers, Jones Act when applicable.

##### **2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subcontractors performing work for the Licensee must maintain limits of not less than \$1,000,000 with the same terms herein.

##### **3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Licensee must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

##### **4) Marine Protection & Indemnity**

When Licensee undertakes any marine operation in connection with this Agreement, Licensee must provide Marine Protection & Indemnity coverage with limits of not less than \$5,000,000. Coverage must include property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

5) Property

The Licensee is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Licensee.

**B. ADDITIONAL REQUIREMENTS**

The Licensee must furnish the City of Chicago, Department of Transportation, Division of Engineering, 30 N. LaSalle Street, Room 400, 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Licensee must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Licensee is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Licensee must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Licensee.

The Licensee hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Licensee under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Licensee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Licensee must require all subcontractors to provide the insurance required herein, or Licensee may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Licensee unless otherwise specified in this Agreement.

If Licensee or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SP-C:2011/Tour Boat Operators

EXHIBIT 6

PROPOSAL

**Proposed Location, Tour Boats and Yearly License Fees**

In exchange for the privilege to dock and operate a Tour Boat service at the Location specified in this RFP in accordance with the terms and conditions of the License Agreement, the Tour Boat Operator submits the following Proposal:

For Location \_\_\_\_\_,  
(Location #)

And which is located at \_\_\_\_\_

\_\_\_\_\_  
(description of Location);

The Tour Boat Operator proposes to operate a Tour Boat service utilizing the following vessels:

the \_\_\_\_\_, a  
(name of the Tour Boat)

\_\_\_\_\_  
(description of the Tour Boat, including length); and

the \_\_\_\_\_, a  
(name of the Tour Boat -- if a second is proposed)

\_\_\_\_\_  
(description of the Tour Boat, including length); and

the \_\_\_\_\_, a  
(name of the Tour Boat -- if a third is proposed)

\_\_\_\_\_  
(description of the Tour Boat, including length);

**For the use of which Location the Tour Boat Operator proposes the following Yearly License Fees:**

YEAR	YEARLY LICENSE FEE
2012	\$
2013	\$
2014	\$
2015	\$
2016	\$

EXTENSION OPTION YEARS	YEARLY LICENSE FEE
2017	\$
2018	\$

EXTENSION OPTION YEARS	YEARLY LICENSE FEE
2019	\$
2020	\$